

BILL NO. S-69-04- 26

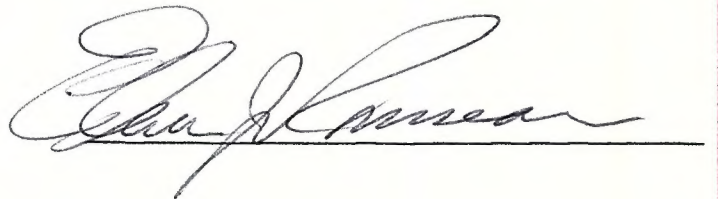
SPECIAL ORDINANCE NO. S- 242-69

AN ORDINANCE approving a contract with GT&E  
DATA SERVICES CORPORATION for fire protection  
service.

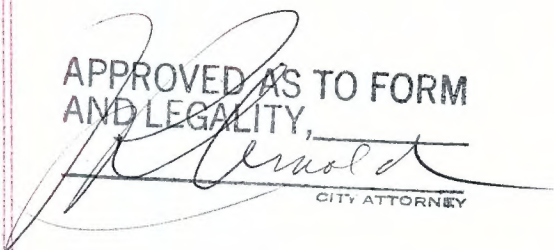
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
INDIANA:

SECTION 1. That the contract approved April \_\_, 1969,  
between the City of Fort Wayne, by and through its Mayor and the  
Board of Public Safety, and GT&E DATA SERVICES CORPORATION for  
fire protection of the premises known as Lots Numbered 1 and 2 in  
Oakbrook Office Park by the Fort Wayne Fire Department for the  
annual sum of \$500.00, all as more particularly set forth in said  
contract, which contract is on file in the office of the Board of  
Public Safety and is by reference incorporated herein and made a  
part hereof, be and the same is hereby in all things ratified,  
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and  
effect from and after its passage and approval by the Mayor.



APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

## FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 1969 between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Safety, ("CITY") and GT&E Data Services Corporation, a Delaware corporation having its principal place of business in New York City, New York ("GTEDS").

This agreement arises out of the following circumstances. GTEDS has agreed to purchase lots number 1 and 2 in Oakbrook Office Park, a tract of real estate located in the northeast quarter of the southeast quarter of Section 14, Township 31 North, Range 12, Allen County, Indiana, at the southwest corner of U.S. Highway 27 and Ludwig Road, near but outside the corporate limits of CITY; but GTEDS' obligation to purchase said real estate is subject to the satisfaction of certain conditions precedent, including its being assured that fire protection by CITY is available at its premises. GTEDS intends to use said real estate for the operation of its regional electronic data processing center, and associated offices, serving businesses in the Midwest. This agreement is entered into in satisfaction of said condition precedent.

Therefore, in consideration of the premises and the agreements of the parties, it is agreed as follows:

1. Upon the receipt by CITY's Fire Department of a notification or signal that there is a fire on said premises of GTEDS, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials and personnel to GTEDS premises as it sends to other locations of fires within CITY's corporate limits, ~~and to render the same quality and types of fire fighting services as it would render for a similar fire within its corporate limits.~~ CITY shall maintain at a fire station or stations reasonably accessible to said premises of GTEDS such equipment, materials and personnel as it customarily maintains for fighting fires within its corporate limits.



2. At its expense GTEDS shall install in its premises and connect with CITY's fire signal equipment such fire signal facilities and equipment as GTEDS and CITY's Fire Department agree are advisable to enable GTEDS to directly signal said Fire Department of a fire on GTEDS premises. CITY's Fire Department shall have the right to inspect and test such facilities and equipment installed by GTEDS at reasonable times and GTEDS shall repair and maintain said equipment and facilities in good operating condition at all times. It is understood that said facilities and equipment will be installed by GTEDS and made operative at the time GTEDS' building is completed and its equipment installed, which is now estimated to be approximately January 1, 1970, but CITY's obligation to render fire fighting service hereunder shall commence seven (7) days after GTEDS gives CITY's Board of Public Safety written notice that it desires said service to commence.

3. For the fire fighting services provided for herein, GTEDS shall pay to CITY the sum of \$500.00 annually in advance on the first day of each year, commencing with the year 1970, provided that, if GTEDS' premises should be annexed to CITY, no payment shall thereafter be required under this contract.

4. CITY shall cause its Fire Department personnel to inspect GTEDS' building, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said building, equipment and facilities and GTEDS' operations on its premises, so as to determine the types of fire which may reasonably be anticipated on GTEDS' premises and so as to be able to render the best service possible which is commensurate with existing service conditions.

5. So long as GTEDS supplies its own water on its premises, it shall furnish such water and hydrants as are reasonably necessary to meet expected fire fighting needs.

6. The obligations under this contract shall continue for a period of 60 months from the date CITY first becomes obligated to render services pursuant to notice under paragraph 2 above.

7. Notwithstanding the foregoing provisions:

(a) This contract shall not become effective until it shall have been signed by the Mayor and Clerk of City and the members of the Board of Public Safety of City and ratified and approved by the Common Council of City; and

(b) GTEDS shall have the right to terminate this contract without liability if it shall not acquire title to said real estate as contemplated in its existing contract for the purchase thereof.

8. This contract shall also be binding upon and inure to the benefit of any affiliate of GTEDS which may acquire an interest in said premises. As used herein the word "affiliate" means GTEDS' parent company or any company more than 50% of whose outstanding shares of stock is owned by such parent or by GTEDS or by a company which is an "affiliate" as defined herein.

IN WITNESS WHEREOF, this agreement has been duly executed as of the date first above written by the duly authorized officers and representatives of the parties.

GT&E DATA SERVICES CORPORATION

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF FORT WAYNE, INDIANA

By \_\_\_\_\_  
Harold S. Zeis, Its Mayor

ATTEST:

\_\_\_\_\_  
Fuad G. Bonahoom, Clerk



BOARD OF PUBLIC SAFETY

By \_\_\_\_\_  
Melvin H. Heckman, Chairman

By \_\_\_\_\_  
John W. Braden

By \_\_\_\_\_  
E. Neil Maginity

ATTEST:

\_\_\_\_\_  
George Bormuth, Executive  
Secretary

Approved as to form and legality.

\_\_\_\_\_  
I hereby certify that the foregoing contract was ratified  
and approved by the Common Council of the City of Fort Wayne,  
Indiana on \_\_\_\_\_, 1969.

\_\_\_\_\_  
Fuad G. Bonahoom, Clerk

STATE OF NEW YORK    )  
                              )   SS:  
COUNTY OF NEW YORK )

Before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared this \_\_\_\_ day of \_\_\_\_\_,  
1969, \_\_\_\_\_ and \_\_\_\_\_,  
known to me to be \_\_\_\_\_ and \_\_\_\_\_, respectively of  
GT&E Data Services Corporation and acknowledged their execution of  
the foregoing instrument to be their voluntary acts and deeds as  
such officers and the voluntary act of said corporation and the  
said \_\_\_\_\_, being duly sworn on his oath, said that he

knew the corporate seal of said corporation and that the corporate seal thereunto affixed was the genuine corporate seal thereof.

WITNESS my hand and notarial seal.

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Notary Public

My Commission Expires:

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STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Before me, a Notary Public in and for said County and State, personally appeared this \_\_\_\_ day of \_\_\_\_\_, 1969, the within named Harold S. Zeis, Mayor and Chief Executive Officer of the City of Fort Wayne, Fuad G. Bonahoom, Clerk of the City of Fort Wayne, Melvin H. Heckman, Chairman, John W. Braden and E. Neil Maginity, members of the Board of Public Safety of the City of Fort Wayne and George Bormuth, Clerk of the Board of Public Safety of the City of Fort Wayne, known to me to be the persons who executed the foregoing contract for and on behalf of the City of Fort Wayne, who acknowledged that they are respectively the Mayor and Chief Executive Officer of said City, the Clerk of said City, and the members and clerk of said Board of Public Safety and that they signed said contract on behalf of the City of Fort Wayne with full authority to do so and who acknowledged their execution thereof to be their voluntary acts and deeds as said officials and for and on behalf of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

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Notary Public

My Commission Expires:

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This contract was prepared by James M. Barrett III, Attorney.



Read the first time in full and on motion by \_\_\_\_\_ seconded by \_\_\_\_\_ and duly adopted, read the second time by title and referred to the (Committee on) \_\_\_\_\_ (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City Hall, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_ 196 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M., E.S.T.

Date: 4-22-69 \_\_\_\_\_ City Clerk

Read the third time in full and on motion by Rousseau seconded by Robinson and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

AYES	<u>9</u>	NAYS	<u>0</u>	ABSTAINED	____	ABSENT	____	to-wit:
Adams	<u>✓</u>							
Dunifon	<u>✓</u>							
Fay	<u>✓</u>							
Geake	<u>✓</u>							
Nuckols	<u>✓</u>							
Robinson	<u>✓</u>							
Rousseau	<u>✓</u>							
Steigerwald	<u>✓</u>							
Tipton	<u>✓</u>							

Date 4-22-69 Frank J. Bonahoom City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~)(General)(Annexation)(Special)(~~Appropriation~~) Ordinance (~~Resolution~~) No. S-242-69 on the 22nd day of May, 196 9.

ATTEST: (SEAL)

Frank J. Bonahoom  
City Clerk

Herbert G. Tipton  
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 196 9 at the hour of 8:30 o'clock A.M., E.S.T.  
Frank J. Bonahoom  
City Clerk

Approved and signed by me this 25 day of April, 196 9, at the hour of 9:17 o'clock A.M., E.S.T.  
Harold S. Zeis  
Mayor